

Fivemile Creek Hydro Project Vegetation Clearing

Solicitation # 22071

Alaska Energy Authority
813 W. Northern Lights Blvd
Anchorage, Alaska 99503

Issue Date: March 10, 2022

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ALASKA ENERGY AUTHORITY
INVITATION FOR QUOTES FOR
A SMALL PROCUREMENT
(CONSTRUCTION RELATED)
 [per AS 36.30.320(a)]

Project Name: Fivemile Creek Hydro Project Vegetation Clearing Project No. 22071 Location: Chitina, Alaska	Procurement Agency and Address: Alaska Energy Authority 813 W. Northern Lights Blvd. Anchorage, AK 99503
Procurement Officer: Selwin C. Ray Contracting Officer	Date of Issuance: March 10, 2022 Bid Date: March 21, 2022
DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS:	
<p>The Project cost estimate is: <input type="checkbox"/> under \$10,000 <input checked="" type="checkbox"/> \$10,000 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$200,000^{1,2} 1. Quotes in excess of \$200,000 will be deemed non-responsive. 2. <u>Any project in excess of \$100,000 must be bonded.</u></p> <p>Davis-Bacon Wages (Title 36.05): are <input type="checkbox"/> are not <input checked="" type="checkbox"/> required on this project.</p> <p>The following insurance coverages are required: <input checked="" type="checkbox"/> Workers Comp <input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Automobile</p>	
<p><u>Bonding Requirements:</u> Any project in excess of \$100,000 must be bonded. The undersigned proposes to furnish Payment Bond in the amount of 50% and Performance Bond in the amount of 50% (of the contract), as surety conditioned for the full, complete and faithful performance of this contract. (See Payment Bond 25D-12 and Performance Bond 25D-13 forms.)</p>	
<p>Quotes for furnishing all labor, equipment and materials and performing all work for the above Project are invited. To be eligible for consideration, quotes must be received before <u>2:00 p.m.</u> local time on <u>March 21, 2022.</u> Late quotes cannot be accepted. Disadvantaged Business Enterprises (DBEs) may submit quotes and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an Award which results from this invitation. Any errors, omissions, or questions pertaining to solicitation procedures or Project requirements, requests for additional documents, or inquiries pertaining to site conditions or scheduled visits must be made to: <u>Audrey Alstrom, Project Manager Telephone (907) 771-3000.</u> Applicable provisions of AS 36.30 and 2 AAC 12 govern this solicitation.</p>	

SUBMITTAL OF QUOTES: Quotes for this Project must be submitted in the manner noted below. All Offerors must familiarize themselves with the *Instructions to Offerors*, page 2 of this form, prior to submitting their quote.

- VERBAL QUOTES SHALL BE GIVEN TO _____
AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THE STATED DEADLINE. (See above **Bonding Requirements**.)
- WRITTEN QUOTES, INCLUDING AMENDMENTS OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO THE ABOVE NOTED DEADLINE. QUOTES MUST BE SUBMITTED ON FORM SPC-002, QUOTE SUBMITTAL, ATTACHED. (See above **Bonding Requirements**.)

Written quotes may be submitted by Fax, hand delivered, or mailed in a sealed envelope. Confidentiality is only assured for sealed quotes. Mailed quotes must allow time for delivery and the envelope must be marked as follows:

Quote for Project:

Name: Fivemile Creek Hydro Project Vegetation Clearing
Number: 22071
Attn: Selwin C. Ray, Contracting Officer
Tele: (907) 771-3035 [Email: sray@aidea.org](mailto:sray@aidea.org)

Procurement Agency Address:

Alaska Energy Authority
813 W. Northern Lights Blvd.
Anchorage, AK 99503

Quote amendments or withdrawals must be made in writing to the individual of the Procurement Agency receiving the quotes, and must be received prior to the time for quote submittal.



ALASKA ENERGY AUTHORITY

INVITATION FOR QUOTES FOR A SMALL PROCUREMENT (CONSTRUCTION RELATED)

INSTRUCTIONS TO OFFERORS

The State of Alaska desires that all Offerors submitting quotes on construction contracts are given a fair and equal opportunity to compete. Offerors are required to follow these instructions:

REVIEW THE PROJECT DOCUMENTS: Most construction Projects in excess of \$1,000 will have some type of written documentation prepared expressly for the Work. If you are asked to submit a quote and no written information has been provided, you should ask the procurement Agency for written documentation. If the scope of services have been described to you verbally, and you are selected for Contract Award, you must ensure that the information of the services to be performed (scope of work) is put in writing prior to accepting the Contract. When providing a Quote, carefully review and consider all materials related to the solicitation and work of the contract. **By submitting a quote the Offeror warrants that they are familiar with the Project requirements, have visited or otherwise examined the site, and are aware of the conditions to be encountered.** Offeror's can verify the contents and completeness of their quote documents by contacting the procurement Agency individual named on the front of this form.

SUBMITTING THE QUOTE: The Quote must be submitted in one of the following formats as called for in the Invitation:

1. **ORALLY** - if a verbal quote is solicited, the Offeror must provide, in addition to their quote amount and mailing address -- (1) their valid Alaska Business License number, (2) if applicable, a valid Contractor's Registration number, (3) their status as an Alaskan Bidder (Offeror), (4) their intended use of Alaskan products, (5) the carrier's name and policy number for their Workers' Comp Insurance (or a statement of sole proprietorship, if applicable), and (6) the Employer (Tax) Identification Number or Social Security Number. The Procurement Agency will enter this information on the quote schedule.

2. **WRITTEN** - if a written quote is solicited, the Offeror must complete, in ink or typewritten, the *Small Procurement Quote Submittal*, Form SPC-002. Failure to acknowledge receipt of addenda or to execute the form correctly and completely may disqualify the quote.

NOTE: The Department of Labor requires an Offeror to be licensed and registered for the required type of work prior to submitting a quote. If the procurement Agency determines the Offeror is improperly registered or licensed, their quote may be deemed nonresponsive.

SUBCONTRACTOR LISTING: Subcontractors intended to be utilized on this contract must be listed in the response to the solicitation. Work shall not be awarded to any subcontractor without prior approval from the procurement Agency. Subcontractors may be added or removed only as approved by the procurement Agency.

DETERMINATION OF THE LOWEST RESPONSIBLE QUOTE AND CONTRACT AWARD: Following receipt and determination of all **responsive** oral, written or sealed quotes, the procurement Agency will compare the quotes and determine the lowest Offeror. If the procurement Agency discovers a discrepancy between the unit price amount and the extended amount; the unit price amount will prevail. Conditioned quotes, unless expressly requested, will not be considered. When the quote schedule is composed of a basic amount with alternates, the procurement Agency will base its determination of the low quote and the amount of the Contract Award solely upon those quotes, basic and alternates, that are priced within the extent of available construction funds. Alternates will be considered for Award in the order listed, except that if the order of Offerors is not affected, the Award may include any combination of funded alternates, or none, as may be in the best interest of the procurement Agency.

When determining the lowest quote, the procurement Agency will also give a 5% Alaska Offeror's preference and an appropriate Alaska Products preference to quotes designating the applicability of a preference. To qualify for the Offeror's preference (per AS 36.30.170) the Offeror **must** (1) hold a current Alaska Business License, (2) submit the quote under the name appearing on the license, (3) have staffed and maintained a place of business within Alaska for the previous six months and (4) be incorporated or qualified to do business under the laws of the State. In addition, if the Offeror is a partnership or joint venture, all parties must meet the criteria to be eligible for the preference. A booklet fully describing the Alaska Preferences (Bidder, Offeror, Product, Disabilities, Veteran) program is available at <http://doa.alaska.gov/dgs/pdf/pref2.pdf>. A detailed description of the Alaska Products Preference Program is available at <http://www.commerce.state.ak.us/ded/dev/prodpref/prodpref.htm>.

The procurement Agency will make a determination of **responsibility** as required by 2 AAC 12.500. If the lowest Offeror is declared responsible, the procurement Agency will execute the *Notice of Award / Notice to Proceed*, Form SPC-003, and send it to the Offeror for acknowledgement. If the lowest Offeror is found to be nonresponsive, this process will be repeated with the second lowest Offeror -- and so on until the lowest responsive and responsible Offeror is determined.

NOTICE OF AWARD AND PROTEST: A written notice will be provided on all Awards exceeding \$ 25,000 (2 AAC 12.400(h)). All protests must be filed with the Commissioner of the procurement Agency (or designee) and copied to the Procurement Officer. Protest procedures are described in AS 36.30.560 and 2 AAC 12.695. The extent of the protest remedy is limited to quote preparation costs (AS 36.30.585).



**ALASKA ENERGY AUTHORITY
SMALL PROCUREMENT QUOTE SUBMITTAL
(CONSTRUCTION RELATED)**

[per AS 36.30.320(a)]

Project Name: Fivemile Creek Hydro Project Vegetation Clearing No. 22071 Location: Chitina, Alaska	Procurement Agency and Address: Alaska Energy Authority 813 W. Northern Lights Blvd. Anchorage, AK 99503
Procurement Officer: Selwin C. Ray Contracting Officer	Date of Issuance: March 10, 2022 Bid Date: March 21, 2022
<p>QUOTE: Offerors must read all attachments to this schedule.</p> <p>BASIC BID: Furnish all labor, materials, and supervision to complete the basic bid scope of work detailed in the Scope of Work, for the lump sum of:</p> <p align="right">(a) \$ _____</p> <p align="right">Alaska Offeror's Preference (5% of a.) (b) \$ _____</p> <p align="right">Adjusted Basic Bid (a-b=e) (e) \$ _____</p> <p>I have reviewed the bid documents, with addenda _____, and understand the scope of services and conditions required for Project No. 22071 _____. I agree to furnish all necessary labor, materials, and equipment for the above amount(s). The Work shall be accomplished in a professional manner acceptable to the Procurement Officer.</p> <p>Contractor _____ Contractor Reg. No. _____</p> <p>Authorized Signature _____ Title _____</p> <p>Address _____</p> <p>Business License # _____ EIN or SSN _____ Phone # _____</p> <p>Offeror is Claiming: <input type="checkbox"/> Alaska Bidder's Preference</p>	
Procurement Officer: _____ Date of Receipt of Bid: _____	

Offeror to Complete this Portion



**ALASKA ENERGY AUTHORITY
NOTICE OF AWARD (NOA)
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)**

[per AS 36.30.320]

Project Name: Fivemile Creek Hydro Project Vegetation Clearing	Procurement Agency and Address: Alaska Energy Authority 813 W. Northern Lights Blvd. Anchorage, AK 99503
No. 22071	
Location: Chitina, Alaska	
Procurement Officer's Signature:	Date of Issuance: March 10, 2022

TO: _____	FOR: Work related to Basic Bid of: _____ , including the basic quote and alternate quote item(s): _____ _____	The Contractor Must Submit: Insurance* <input checked="" type="checkbox"/> Bonding* <input type="checkbox"/> Certified Wages* <input type="checkbox"/> Dept. of Labor (Notice of Work)* <input type="checkbox"/> Subcontractor List* <input checked="" type="checkbox"/>
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* Comments as applicable

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Your quote in the amount of _____ submitted on _____, is accepted for performance of the Work described in the attached Invitation for Quotes (Form SPC-001), and the quote as submitted on the *Small Procurement Quote Submittal* (Form ~~SPC-002~~), which are a part of this Contract.

The Contractor must sign, date, and return this document to the *procurement* address shown above. The Procurement Officer will then sign and return a copy to the Contractor, and the Award will be deemed made. The Work of this contract may not commence until the Notice to Proceed (NTP) is issued.

Contractor's Signature of Contract Award Acceptance: _____ Date : _____

NOTICE TO UNSELECTED OFFERORS ON PROJECTS OVER \$ 50,000

In accordance with the protest rights afforded under 2 AAC 12.400(d)(2)(B) & (3), a copy of this Notice of Award is hereby provided to those individuals and businesses who submitted a response to the initial solicitation on which this award is made.



**ALASKA ENERGY AUTHORITY
NOTICE OF AWARD (NOA)
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)**

GENERAL CONDITIONS

[Construction Procurement under AS 36.30.320]

These terms, conditions and requirements apply to the Contract Documents describing the Work for the Project. If any provision of these Contract Documents is declared by a court to be illegal or in conflict with any law, the validity of the remaining provisions and the ensuing rights and obligations of the Parties to the contract shall not be affected.

Whenever used in these Contract Documents, the following terms shall have the indicated meaning. Any term not so defined shall have its ordinary meaning.

- **Approved or Approval** - means written approval by the Procurement Officer or authorized representative.
 - **Award** - means the written acceptance of the lowest responsive and responsible quote by the Procurement Agency.
 - **Contract Documents** - includes the *Invitation for Quotes for a Small Procurement*, Form SPC-001 (with Instructions - if issued), the *Notice of Award / Notice to Proceed*, Form SPC-003, any addenda, written changes, or attachments as noted in the description of the Work.
 - **Procurement Officer** - the person authorized to enter into and administer the contract on behalf of the Procurement Agency.
 - **Parties to the Contract** - includes the Procurement Agency, the owner Agency representing the State of Alaska, and the Contractor, being the entity contracting with the owner Agency for performance of the Work.
 - **Project** - the total construction, of which the Work performed under the Contract is the whole or part.
 - **Project Manager** - the Procurement Officer's authorized representative, responsible for Contract administration.
 - **Work** - is the act of, and the result from, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents.
1. The Procurement Officer (or authorized representative) has the authority to make findings, determinations and decisions with respect to the contract; to Approve materials, Work and payment therefore; and to modify or terminate the contract on behalf of the Procurement Agency.
 2. The Contractor shall have sole responsibility for the means, methods, sequences, or procedures of construction and safety precautions related to the Project. The Contractor shall conduct all Work in such a manner that protects the public and State resources.
 3. The Contractor must comply with all applicable laws, regulations, codes, ordinances and written directives issued by the Procurement Officer. In addition, the Contractor must obtain applicable licenses and permits; provide supervision, labor, tools, and new materials (except as may otherwise be provided by the Procurement Agency); and utilize Alaska Products and Wood Products when applicable (see AS 36.05.010 & AS 36.30.322).
 4. The Contractor shall not award Work to any subcontractor without prior Approval from the Procurement Officer.
 5. The Procurement Agency reserves the right to make written changes to the Contract Documents for modifications within the general scope of the Work.
 6. Any act or occurrence, be it a result of an emergency, differing site condition or change order, which may form the basis of a claim for a price or time adjustment must be reported immediately to the Procurement Officer.
 7. The Department of Labor and Workforce Development, Wage and Hour Administration, must be notified in accordance with AS 36.05.010 and AS 36.05.030 if the resulting contract for repairs or construction exceeds \$25,000. The Contractor must comply with the requirements noted within the Department of Labor packet entitled, "Laborers' & Mechanics' Minimum Rates of Pay." To obtain a copy of the referenced packet, contact the Procurement Agency or the Department of Labor.
 8. The primary contractor working on public construction projects with an amount of \$25,000 or more must file a Notice of Work and pay a one percent fee based on the estimated value of work performed by the prime contractor and one percent of the value of each subcontractor's price, to the Department of Labor and Workforce Development, Wage and Hour Administration (DOLWD) The maximum fee is \$5,000.00. The notice and fees must be filed with the DOLWD before work commences on the project.

Upon completing the construction project, the primary contractor must file a Notice of Completion (NOC) and make payment of any additional fees due to increases in the contract amounts due the primary contractor. The Notice of Work and Notice of Completion forms are available at:
<http://www.labor.state.ak.us/lss/lssforms.htm>
 9. The Contractor shall indemnify, save harmless, and defend the Procurement Agency, its agents and its employees in accordance with Appendix B1 below. Furthermore, the Contractor shall, prior to the Award of the contract, provide proof of Workmen's Compensation, General Liability, and Automobile Insurance in amounts as applicable under Appendix B1. These coverages shall remain in force for the duration of the Contract.
 10. The Contractor shall remedy all defects in materials or workmanship that develop within a period of one year from the date of final payment.
 11. The Procurement Agency will make final payment to the Contractor following approval of completion of all Work and the Contractor's submittal of all releases, warranties, record documents, permits and invoices. Liens or other claims relating to the Project may be withheld from final payment if written notice is first given to the Contractor. Acceptance of the final payment will constitute the Contractor's waiver to future claims.
 12. Any dispute arising out of this Contract, which cannot be satisfactorily remedied by the Parties to the Contract, shall be resolved under AS 36.30.620 - 699.

APPENDIX B¹

INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a notice of cancellation, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.



ALASKA ENERGY AUTHORITY
NOTICE TO PROCEED (NTP)
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)
 [per AS 36.30.320]

Project Name: Fivemile Creek Hydro Project Vegetation Clearing N 22071	Procurement Agency and Address: Alaska Energy Authority 813 W. Northern Lights Blvd. Anchorage, AK 99503
Location: Chitina, Alaska	
Authorizing Signature:	Date of Issuance: March 10, 2022

TO:

.....

You have successfully met the requirements for submittal of all contract documents to the Procurement Agency and Dept. of Labor and Workforce Development (if required) related to the subject Project.

Upon receipt of this document, the Contractor may begin work on the subject project, in accordance with the terms of the contract. The Work of this contract must commence within _____ calendar days following the date of signature **by the Authorizing Signatory** shown above (i.e., the effective date of the Contract) and all Work of the _____

Contract must be complete on or before

Contractor's Signature of Acknowledgment: _____ Date : _____

2. What percent of the total value of this contract would you subcontract? _____

3. Would you purchase any equipment for use on this project: Yes No
If yes, describe type, quantity, and approximate cost: _____

4. Would you rent any equipment for this work? Yes No
If yes, describe type, quantity, and approximate cost: _____

5. Is your proposal based on firm offers for all materials for this project? Yes No
If no, please explain: _____

C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the State of Alaska?
Yes No

Describe the most recent or current contract, its completion date, and scope of work:

2. List, as an attachment to this questionnaire, other construction projects you have completed; the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.

I hereby certify that the above statements are true and complete.

Name of Respondent

Signature

Date

Name and Title of Person Signing

ALASKA ENERGY AUTHORITY

SUBCONTRACTOR LIST

Fivemile Creek Hydro

Project Vegetation Clearing

Solicitation No. 22071

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the fifth working day after receipt of written notice from the Authority.

Failure to submit this form with all required information by the due date will result in the bidder being declared nonresponsive and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

Check as applicable: All Work on the above-referenced project will be accomplished without subcontracts greater than ½ of 1% of the contract amount.

or

Subcontractor List is as follows:

LIST FIRST TIER SUBCONTRACTORS ONLY

FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

For projects with federal-aid funding, I hereby certify Alaska Business Licenses and Contractor's Registrations will be valid for all subcontractors prior to award of the subcontract. For projects without federal-aid funding (State funding only), I hereby certify the listed Alaska Business Licenses and Contractor's Registrations were valid at the time bids were opened for this project.

Signature of Authorized Company Representative _____

Title _____

Company Name _____

Company Address (Street or PO Box, City, State, Zip) _____

Date _____

() _____
Phone Number

FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED

Scope of Services

Fivemile Creek Hydropower Project Vegetation Clearing

Statement of Services

A new hydroelectric project is proposed to be constructed in 2022 on Fivemile Creek in Chitina, AK. The proposed hydro project includes a small diversion and intake structure on Fivemile Creek; an access road extending west from the Edgerton Highway to the intake structure; a penstock from the intake structure to the powerhouse; a powerhouse equipped with turbine and generator; transmission lines extending southeast from the new powerhouse to the existing Chitina Electric Inc. diesel powerhouse; and rip rap to be added at the east side of the outlet of the DOT&PF Edgerton Highway culvert (Attachment 1).

This Statement of Services entails clearing vegetation along the diversion and intake structure, access road, overland penstock route, powerhouse area, and two staging/spoils areas, with high priority areas as defined below to be completed no later than April 15, 2022, prior to clearing restrictions associated with the nesting period of migratory birds. Low priority areas, as defined below, must be cleared outside of the migratory bird nesting window (May 1 – July 15) and completed no later than August 15, 2022. Attachment 2 includes drawings of the clearing limits.

Scope

The Contractor shall perform tree/brush clearing of the clearing limits along the diversion and intake structure, access road, overland penstock route, powerhouse area, and two staging/spoils areas as shown in Attachment 2 clearing limits drawings.

Total area to be cleared is estimated to be 10.9 acres.

A project site overview map is provided in Attachment 1. There is an existing jeep trail that extends west from the Edgerton Highway. The new powerhouse will be located adjacent to the jeep trail just west of the Edgerton Highway. The eastern end of the jeep trail will be upgraded and used as the project access road and the penstock will lie adjacent to the road. The penstock alignment leaves the jeep trail and continues along an overland route before rejoining the jeep trail alignment further west while the project access road continues along the jeep trail. One of the staging/spoils area is located just east of where the overland penstock alignment begins. Both the access road and penstock continue along the jeep trail for a while longer before both alignments leave the jeep trail and head west and southwest towards the diversion and intake structure on Fivemile Creek. This portion of the access road/penstock route will consist of a newly constructed road. The second staging/spoils area is located just east of the diversion and intake structure.

The Contractor shall complete clearing the following approximately 7.6 acres of **high priority** areas by April 15, 2022:

- new access road to the intake site, approx. 6.8 acres (station 0+00 to 32+00)
- the staging/spoils area near the intake site, approx. 0.2 acres (station 4+00)
- the staging/spoils area along the jeep trail, approx. 0.4 acres (station 62+00)
- the powerhouse site, approx. 0.2 acres (station 77+77 to 79+32)

The Contractor shall complete clearing the following approximately 3.3 acres of **low priority** clearing areas after all of the high priority areas have been cleared and outside of the migratory bird nesting window:

- along the edge of the existing jeep trail, approx. 0.9 acres
- overland penstock route, approx. 2.4 acres (station 41+00 to 60+00)

The high priority areas defined above must be cleared by April 15, 2022.

The low priority areas as defined above can either be cleared by May 1, 2022 or clearing may occur between July 15 and August 15, 2022, if there is a cost benefit to clearing the low priority areas after the migratory bird nesting window.

The clearing limits were flagged in the field by surveyors and Project engineers during the fall of 2021. AEA is not scheduling a site visit prior to bid.

The Contractor shall cut down trees and large brush within 6 inches of the ground. The fallen trees shall not be limbed, cut into logs, or chipped.

The Contractor shall leave the cut trees and brush on the ground except where the fallen trees create a safety hazard or block access to the existing jeep trail.

Permitting

The property is owned by Chitina Native Corporation (CNC). The Contractor shall not begin work until legal access is obtained by the Contractor. See the CNC permit application in Attachment 3 Contact CNC at 907.823.2223 for further information. Access is anticipated to occur between the end of March and the end of April. The Contractor shall commence clearing immediately following issuance of the Notice to Proceed from AEA. The Contractor must complete the clearing of the high priority areas (e.g., diversion and intake structure, adjacent staging/spoils area and the new access road west of the existing jeep trail no later than April 15, 2022. The Contractor shall *complete* clearing the low priority areas by May 1, 2022 when all work must cease due to commencement of the migratory bird nesting window or may clear the low priority areas between July 15, 2022 and August 15, 2022.

Transportation

This project site is accessible from the Edgerton Highway. The jeep trail is not maintained during the winter months. Snow machines may be required to travel along the jeep trail and access the work site from the highway. Workers may be able to snow machine or may be required to hike in with their gear to the areas to be cleared that are not located along the existing jeep trail. The Contractor may consider clearing the low priority areas after July 15, 2022 when the jeep trail can easily be accessed with a four-wheel drive if there is a cost savings.

Accommodations

Accommodations can be provided in nearby Chitina, AK.

General Requirements

Personnel shall perform all work in a safe and professional manner in accordance with OSHA's safety rules and regulations.

The project site is located in a naturally wild area occupied by many wild animals, bears, coyotes, lynx, wolves and moose to name a few. No animal harvest, harassment, molestation or feeding of these animals is allowed.

Attachments:

- Att_1_FivemileCreek_ProjectSiteOverviewMap.pdf
- Att_2_FivemileCreek_ClearingLimitDrawings.pdf
- Att_3_Chitina_MasterAnnualRecreationalUsePermit-Revised 7-13-21.pdf

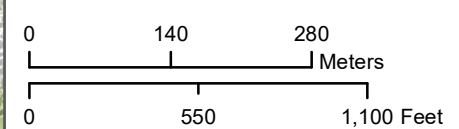


**FIVEMILE CREEK
HYDROELECTRIC PROJECT**

OVERVIEW

LEGEND

- - - Penstock
- Tailrace
- New Overhead Powerline
- Access Road
- Existing Jeep Trail
- Intake Structure
- Powerhouse
- Culvert
- ~ Stream
- - - 20ft contours
- Parcel
- ROW



Date: 12/15/2021

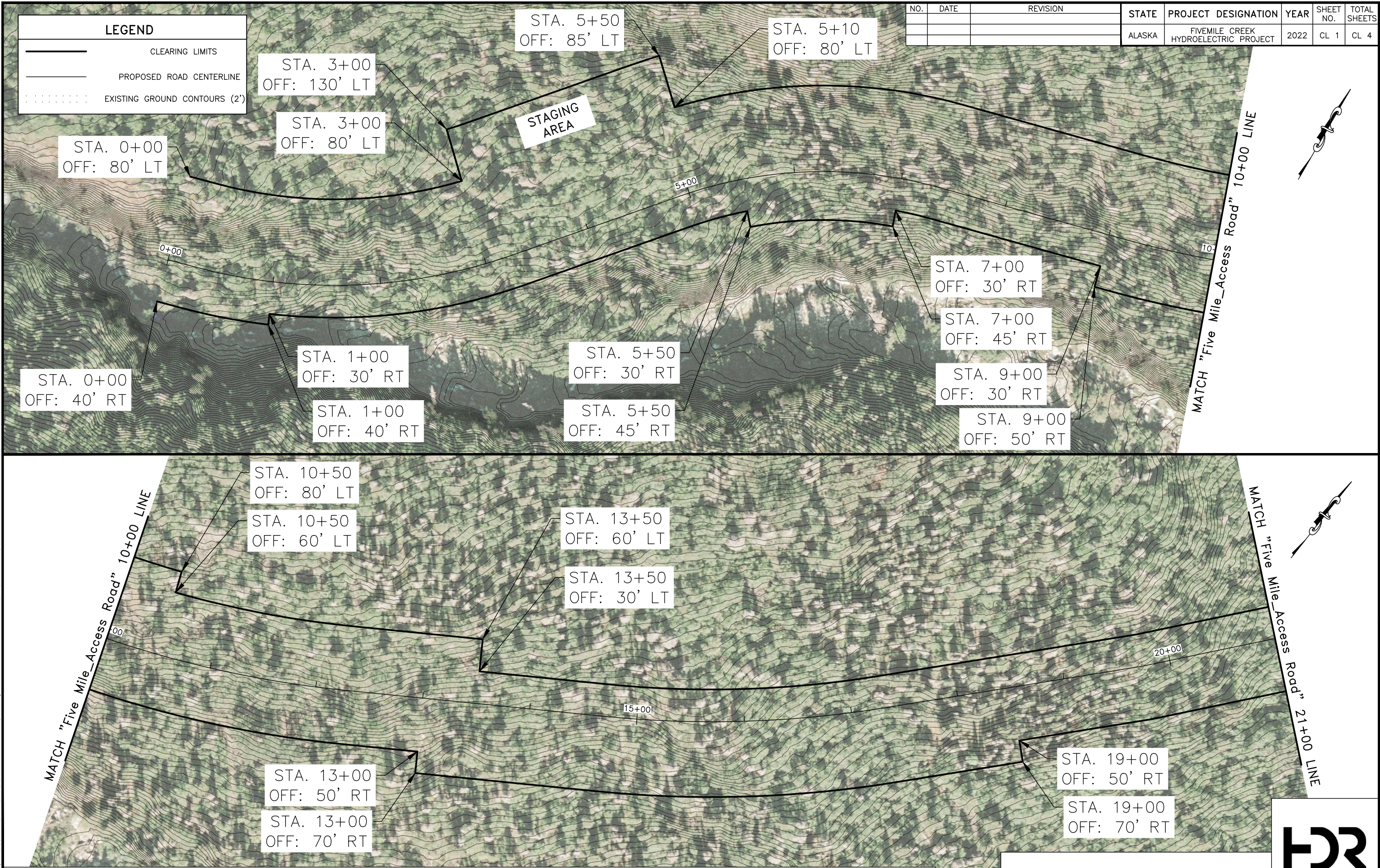
NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	FIVEMILE CREEK HYDROELECTRIC PROJECT	2022	CL 1	CL 4

LEGEND

— CLEARING LIMITS

— PROPOSED ROAD CENTERLINE

⋯ EXISTING GROUND CONTOURS (2')

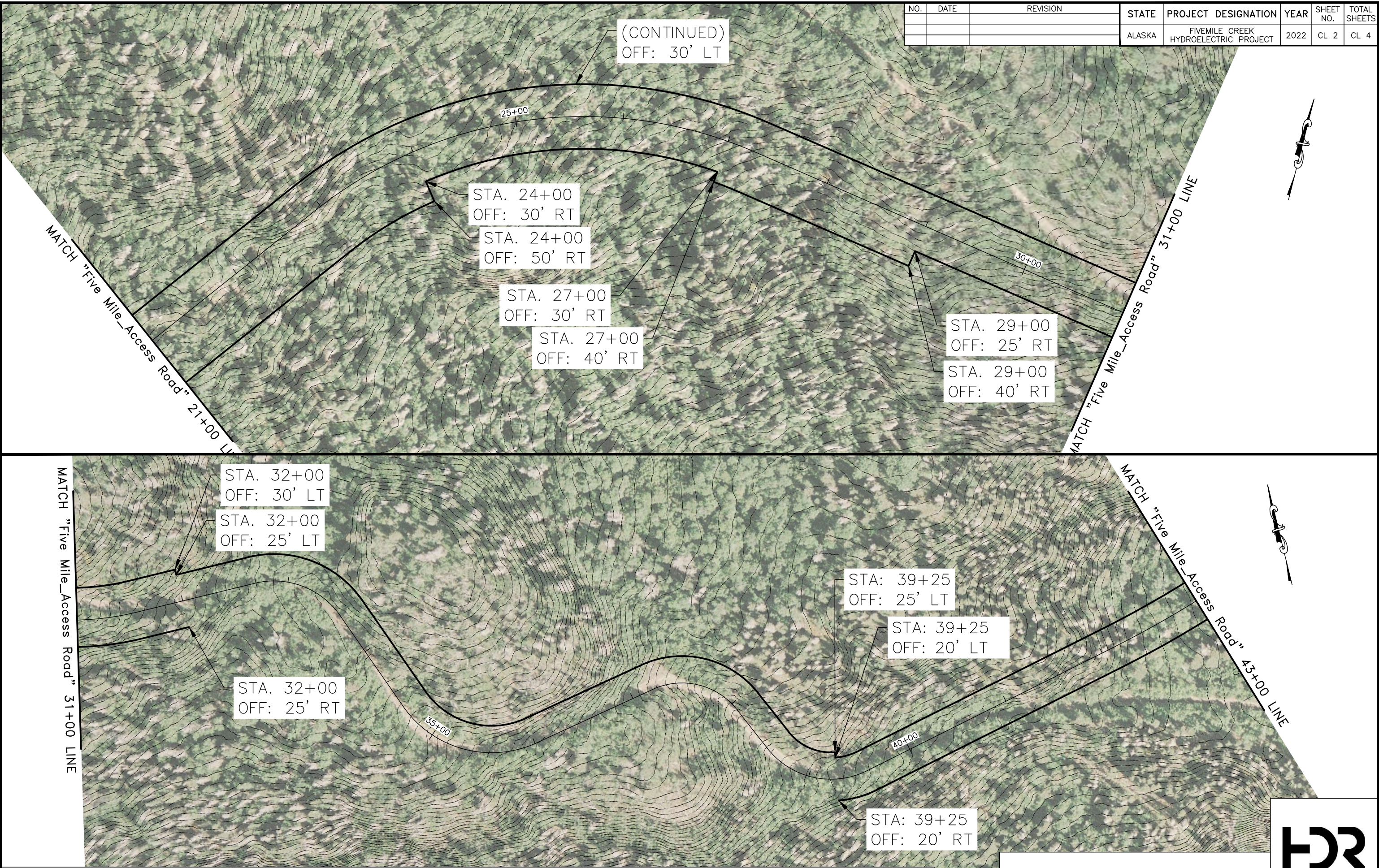


PLANS DEVELOPED BY: STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, NORTHERN REGION, 2301 PEGER ROAD, FAIRBANKS, AK 99709 (907)451-2200
C:\Users\pryan\appdata\local\temp\AcPublish_10932\Cleaning_Planset V2-CL 1 Thu, Feb/24/22 02:38pm

THESE DRAWINGS ARE FOR CLEARING BIDS ONLY. CENTERLINE STATIONING AND OFFSETS FOR CLEARING LIMITS HAVE ALREADY BEEN STAKED IN THE FIELD.

CLEARING LIMITS


NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	FIVEMILE CREEK HYDROELECTRIC PROJECT	2022	CL 2	CL 4



PLANS DEVELOPED BY: STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, NORTHERN REGION, 2301 PEGER ROAD, FAIRBANKS, AK 99709 (907)451-2200
 C:\Users\pryan\appdata\local\temp\AcPublish_10932\Cleaning_Planset V2-CL 2 Thu, Feb/24/22 02:38pm

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CLEARING LIMITS



NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	FIVEMILE CREEK HYDROELECTRIC PROJECT	2022	CL 3	CL 4

MATCH "Five Mile_Access Road" 43+00 LINE

MATCH "Five Mile_Access Road" 54+00 LINE

(CONTINUED)
OFF: 20' LT

(CONTINUED)
OFF: 20' RT

45+00

50+00

MATCH "Five Mile_Access Road" 54+00 LINE

MATCH "Five Mile_Access Road" 65+00 LINE

BEGIN CLEAR 15' WIDTH FROM
EXISTING JEEP TRAIL EDGE (LT)

55+00

60+00

65+00

STA: 61+14
OFF: 20' RT

STA: 61+14
OFF: 110' RT

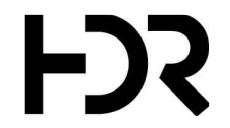
STAGING
AREA

STA: 62+64
OFF: 10' RT

STA: 62+64
OFF: 110' RT

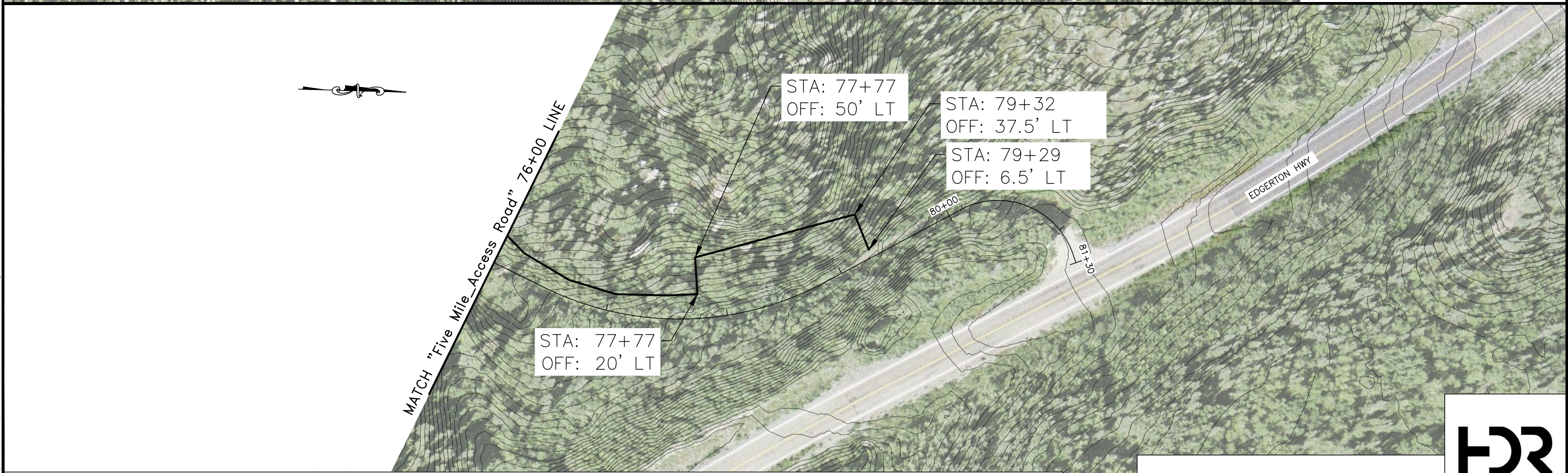
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CLEARING LIMITS



PLANS DEVELOPED BY: STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, NORTHERN REGION, 2301 PEGER ROAD, FAIRBANKS, AK 99709 (907)451-2200
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NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	FIVEMILE CREEK HYDROELECTRIC PROJECT	2022	CL 4	CL 4



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CLEARING LIMITS



PLANS DEVELOPED BY: STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, NORTHERN REGION, 2301 PEGER ROAD, FAIRBANKS, AK 99709 (907)451-2200
C:\Users\pryan\appdata\local\temp\AcPublish_10932\Cleaning_Planset V2-CL 4 Thu, Feb/24/22 02:39pm



Chitina Native Corporation

P.O. Box 3 Chitina, AK 99566

(P) 907.823.2223

(F) 907-313-6453

www.chitinanative.com

PERMIT TYPE: Commercial Private Shareholder

No.: _____ Issue Date: _____

First Name: _____ Expiration Date: _____

Last Name: _____ Administration Fee: \$ _____

Company: _____ Expedited/Special _____

Address: _____ Project Fee: \$ _____

_____ Land access Fee: \$ _____

Home #: _____ Cell #: _____ Unit Price: \$ _____

Work #: _____ **TOTAL FEE:** _____

Description of Land Use: _____ Cash Check # _____

Vehicle Lic. # (state): _____

Driver's Lic. #: _____ Issued by: _____

*****RESOURCE-USE PERMIT*****

RESOURCES:

Top Soil Firewood House logs

Quantity _____ Quantity _____ Quantity _____

*****LAND USE PERMIT*****

ACCESS FOR:

Parking Land Crossing Camping

Fishing Hunting/Bison

Herbal Gathering Berry Picking Other _____

1. Permit holder agrees to indemnify and hold Chitina Native Corporation and its subsidiaries harmless from any and all liability created by the permit holder by virtue of the issuance of this permit.
2. Permit holder agrees not to leave any refuse or other material on Chitina Native Corporation lands or to discharge same into any water body. Permit holder further agrees not to disturb the natural habitat in any way.
3. Permit holder acknowledges the ownership of the lands subject to this permit by Chitina Native Corporation.
4. This permit is the property of Chitina Native Corporation and must be surrendered to Chitina Native Corporation upon its request.
5. This permit is void unless signed and dated by an authorized agent of Chitina Native Corporation and applicant.
6. Campfires are allowed with the **Camping Permit** with the stipulations that land will be cleared to mineral soil to a minimum of 2 feet in diameter, campfires are not permitted on mossy or organic soils, fuel is limited to down and dead wood, and fires will be completely extinguished before vacating the area. The permit holder assumes full responsibility for the result of any fires they start.
7. Written report of studies required. YES NO N/A
8. **All motorized vehicles are restricted to specified trails. Trespassers will be prosecuted.**
9. Special Instructions:
 NONE

***REPORT ALL TRESPASSERS TO Chitina Native Corporation Corporate Office 823-2223**

APPLICANT'S SIGNATURE: _____ DATE: _____

CHITINA NATIVE CORPORATION OFFICIAL: _____ DATE: _____